

## **SECTION 1 - THE SCHEDULE**

### **CONTINUATION TO SF-1449, RFQ NUMBER SNP400-12-R-1967967**

#### **PRICES, BLOCK 23**

#### **1. SCOPE OF SERVICES**

1.A. The contractor shall furnish Interior Painting of Chancery building for which Base painting material will be supplied by American Embassy Kathmandu. Contractor's service requested is for supply of all the labors needed to complete the work but not limited to supply of all low side material required like primer, thinner, crack sealer, tarpaulin oil, and initial coat of primer as well as necessary tools like rollers, brushes & scaffolding arrangement to complete the work. There will be minimum 2 coat of painting.

1.B. This is a firm fixed price contract payable entirely in Nepalese Rupees. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The American Embassy Kathmandu will not adjust the contract price due to fluctuations in currency exchange rates. The American Embassy Kathmandu will only make changes in the contract price or time to complete due to changes made by the American Embassy Kathmandu in the work to be performed, or by delays caused by the American Embassy Kathmandu.

The American Embassy Kathmandu will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

#### **2. CONTRACT PRICE- GENERAL**

2.A. The Contractor shall complete all work, including furnishing all labor, material, tools/equipment and services, and keep work site in presentable condition at all times, and removal/disposal of all painting debris, required under this contract, for painting services. The price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit.

2.B. All prices are in local currency and the American Embassy Kathmandu will make payment in local currency.

#### **3. PRICING**

The Contractor shall provide the services shown below for the painting works at American Embassy Kathmandu Chancery Building located at Maharajgunj, Kathmandu, as specified below. The fixed unit prices, estimated quantities, and ceiling for each category are:

CLIN	Description	Unit	Qty.	Rate Per Sq. ft.	Amount
<b>Interior and Exterior Painting Works</b>					
A	Provide cost for all the Work Specified in Project description 21.1, 21.2 & 21.3	Sq. ft.	100,000		
Sub Total in NRs.					
VAT 13 %					
Grand Total in NRs.					

**Note: Please provide the validity period of your price.**

4. RESERVED

5. EFFECTIVE ORDERING PERIOD

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten days from the date of contract award unless the contractor agrees to an earlier date) on which performance shall start.

6. COMPLETION DATES:

The Contractor shall complete the project within 60 working days.

7. ACCEPTANCE OF SCHEDULE

When the American Embassy Kathmandu has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the American Embassy Kathmandu shall not:

- extend the completion date or obligate the American Embassy Kathmandu to do so;
- constitute acceptance or approval of any delay, or;
- excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

8. WORKING HOURS

The Contractor shall perform all work from Monday through Friday from 08:00 to 17:00 hours and or on two days of weekend as well as the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

9. SELECTION OF AWARDEE

The American Embassy Kathmandu will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

Selection of Contractors shall not be protestable to GAO under subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will receive complaints by Contractor ensure that all Contractors afforded a fair opportunity to be considered for these task orders under the terms of this contract.

10. DELIVERABLES:

The following deliverables shall be delivered under this contract:

<b>Description</b>	<b>Qty</b>	<b>Delivery date</b>	<b>Delivered to</b>
Painting Schedule	1	With proposal	Contracting Officer
Personal Biographies	1	3 days after award	Contracting Officer Representative
Project Manager Name	1	1 day after award	Contracting Officer Representative
Securities/Insurance	1	10 days after NTP	Contracting Officer
Request for Substantial Completion	1	5 days before inspection	Contracting Officer Representative
Request for final completion	1	5 days before inspection	Contracting Officer Representative
Payment Request	1	Upon completion and acceptance	Contracting Officer Representative
Notice of Delay	1	Within 5 days after event	Contracting Officer Representative
Additional Hours	1	No later than 24 hours in advance	Contracting Officer Representative

Detail quantity estimate for base materials required to complete the entire project for American Embassy Kathmandu supply materials as scoped in 21.1, 21.2 and 21.3 of "Project description & technical specifications for painting work"	1	With proposal	Contracting Officer
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## 11. INSURANCE

### 11. A. Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Nepalese Rupees:

Per Occurrence	NRs.100,000.00
<b>Cumulative</b>	<b>NRs. 500,000.00</b>

2. Property Damage on or off the site in Nepalese Rupees:

Per Occurrence	NRs.100,000.00
<b>Cumulative</b>	<b>NRs.500,000.00</b>

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the American Embassy Kathmandu shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the American Embassy Kathmandu from any and all claims arising, except in the instance of gross negligence on the part of the American Embassy Kathmandu.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

#### 11.B. Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

#### 11.C. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

#### 11.D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

### 12. LAWS AND REGULATIONS

#### 12.A. Compliance Required

The Contractor shall, without additional expense to the American Embassy Kathmandu, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any American Embassy Kathmandu authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

12.B. Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

12.C. Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

13. SAFETY – ACCIDENT PREVENTION

13.A. General: The Contractor shall provide and maintain work environments and procedures that will:

- Site supervisor will ensure that all equipment used during the project is in safe operating condition. All personnel on the job site shall have the appropriate safety equipment & Personal Protective Equipment (PPE).
- Contractor employee shall attend four hours safety briefing provided by the US Embassy Safety team.
- All ladders will be in good condition and used in a proper manner.
- Contractor to keep site clean and organized.
- Contractor to provide and install temporary railings and protect site workers from falls and injury.
- The COR or GTM reserves the right to stop the work if any unsafe conditions are observed or encountered.
- safeguard the public and American Embassy Kathmandu personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- avoid interruptions of American Embassy Kathmandu operations and delays in project completion dates; and:
- control costs in the performance of this contract. For these purposes, the Contractor shall:
  - provide appropriate safety barricades, signs and signal lights;
  - comply with the standards issued by any local American Embassy Kathmandu authority having jurisdiction over occupational health and safety issues; and

- take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.
- 13.B. Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:
- death,
  - traumatic injury,
  - occupational disease, or
  - damage to or theft or loss of property, materials, supplies, or equipment.
- The Contractor shall report this data as directed by the Contracting Officer.
- 13.C. Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.
- 13.D. Written Program. Before starting the work, the Contractor shall:
- Submit a written proposal for implementing this clause; and
  - Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.
- 13.E. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

#### 14. SERVICE PERSONNEL

##### 14.A. Removal of Personnel

The Contractor shall:

- maintain discipline at the site and at all times;
- take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

14.B. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- incompetent,
- careless,
- insubordinate or
- otherwise objectionable, or
- whose continued employment on the project is deemed by the Contracting officer to be contrary to the American Embassy Kathmandu's interests.

15. SECURITY

15.A. List of all personnel working on the project, along with identification numbers, must be submitted to the embassy no later than 2 weeks prior to the beginning of actual construction.

15.B. While on Embassy property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.

15.C. Job site personnel will be issued a visitors badge by the Security staff and this badge must be worn at all times.

16. SERVICE PERSONNEL SECURITY

After award of the contract, the Contractor has one (3) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the American Embassy Kathmandu to conduct all necessary security checks. It is anticipated that security checks will take 15 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the American Embassy Kathmandu has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the American Embassy Kathmandu when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.



17. MATERIALS AND EQUIPMENT :

17.A. General: The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. Base material will be furnished by the American Embassy Kathmandu.

17.B. Selection and Approval of Materials

- Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer Representative.
- Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

18. WARRANTIES

Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the American Embassy Kathmandu all information that is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both information and the guarantee or warranty to the American Embassy Kathmandu in sufficient time to permit the American Embassy Kathmandu to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

19. APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting and preparatory work shall follow as specified in Scope of Work, and paints shall be used as standardized in this SOW.

20. PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable

protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

## 21. PROJECT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR PAINTING WORK:

- 21.1. Painting of **Interior of Chancery** for which Base painting material will be supplied by U.S. Government. Contractor's service requested is for supply of all the labors needed to complete the work but not limited to supply of all low side material required like primer, thinner, crack sealer, tarpaulin oil, and initial coat of primer as well as necessary tools like rollers, brushes & scaffolding arrangement to complete the work. There will be minimum 2 coat of painting.

Total area of painting = 100,000 Sq. Ft

The work includes:

- Surface preparation for the areas to be painted (remove dirt, dust, efflorescence, contaminants and loose paint from surfaces. Neutralize mildew with a combination of outside bleach and detergent to leave an uncontaminated, clean surface for paint)
  - Removal of ALL wall mounted boards, cabinets, shifting of tables, chair, closet etc so that all painting surface are free of obstruction.
  - Remove all the nails used for hanging pictures, cabinets, frame etc before painting.
  - Using of MASKING tape is mandatory along the edge when paint surface is joins with other surfaces like door frame, skirting, false ceiling channel etc.
  - Large cracks must be V-grooved out and all other surface defects, such as holes and the like must be repaired using appropriate patching materials to match the surrounding surface profile. Dust surface and spot prime all patched area with the appropriate primer and finish coat
  - Protect all adjacent areas and surfaces during the preparation and painting period (i.e. windows, furniture, computer workstations, chairs, carpet flooring with clean plastic sheets) all materials shall be limited to a designated area, and such space shall be kept clean and orderly at all times. All debris caused by the preparation and painting will be cleaned up at the end of each day
  - After completion of painting, the shifted furniture, pictures should be re-located in original position.
  - Preparation of scaffolding for the painting work as and when required.
- 21.2. Polishing of wooden furniture with linseed oil: Standard wooden furniture like computer table, storing cabinet, filing cabinet and double side of wooden door should be cleaned and polished during this painting work. Polishing requested is for one each of above mentioned furniture in above given area of 500 Sq. Ft. All

the labor, base material, low side consumables, cleaning accessories required to complete the work must be supplied by the contractor.

- 21.3 Enamel Painting in door frames: **Base painting material will be supplied by U.S. Government.** Contractor's service requested is for supply of all the labors needed to complete the work but not limited to supply of **all** low side material required like thinner, crack sealer, tarpaulin oil, and initial coat of primer as well as necessary tools like rollers, brushes & scaffolding arrangement to complete the work. There will be minimum 2 coat of painting. Coverage area of door and windows are 10%.

21.4 MATERIALS

- A. Following base painting material or equivalent will be supplied by U.S. Government to the contractor:
- a. Proline Supreme Interior Latex - Eggshell Finish of Lady Finger Color  
(See attachment of Interior wall Paint "application")



Interior paint  
appl.pdf

This paint is used for all interior wall painting of chancery building.

- b. Proline Supreme Interior Latex, Semi Gloss Finish & Marina Gray Color  
(See attachment Door Frame Paint "application")



PDS HM Door.pdf

This paint is used for painting of all metal door and window frames inside chancery.

- c. DR.FIXIT Crack-X- Paste (for Interior and Exterior wall)  
(See attachment Crack X Paste for Exterior wall surfaces "application")



Crack-X Paste  
appl.pdf

This paste is used for filling the crack surfaces of interior wall of Chancery.

21.5. PROJECT SCHEDULE

- a. Contractor should provide proposed work schedule and time frame to Embassy during submission of proposal.
- b. Work hours will be from 07:00am to 19:00pm, Monday through Sunday.

#### 21.6. CONTENT OF PROPOSAL FROM CONTRACTORS:

- a. Provide cost for all the Work Specified in Project description 21.1, 21.2 & 21.3
- b. Provide quantity estimate for base material required to complete the entire project for U.S. Government supplied material as scoped in 21.1 & 21.3. Technical documentation & specification of U.S. Government supplied base material is attached for the reference.
- c. Work schedule – Outlining activities that justify that entire work is completed within time frame.

#### 21.7 SELECTION CRITERIA

- a. Contractors will be selected based upon their prior work experiences, cost estimates, availability of sufficient technical personnel to manage special painting project.

#### 21.8. PAYMENT PROCESS

- a. Contractors will be paid according to the percentage of work completed on timely basis upon submission of the bill. US government will not provide advance payment as well as material in site requests.
- b. Payment will be made 3-4 weeks after the submission of the bill. VAT shall be charged as applicable.

#### 21.9. GENERAL SPECIFICATION OF WORKS:

Once contractor receives and accepts awarded contract, contractor will furnish following details within seven (7) days from issue of signed contract:

- a. Detailed working schedule
- b. List of names of all workers identified by contractor requiring site access.
- c. List of all vehicle type, year, and license numbers that will require site access.
- d. Contractor shall furnish all tools, materials and labor to perform and complete work.
- e. Contractor is required to keep work site neat and presentable condition at all times and, at his own cost.
- f. Contractor must visit the site personally, and prepare technical specifications for different type of paints.
- g. Contractor shall verify all measurements, surface areas, and painting material prior to providing a proposed work schedule and time line to Embassy for approval.
- h. Contractor shall be responsible for removal and disposal of all painting debris.

#### 21.10. MILESTONES

- a. Site Inspection & Approval by Embassy COR
- b. Approval of Contractor Work Plan
- c. Painting material submittals and approval

#### 21.11. QUALITY CONTROL

- a. A site supervisor that has a minimal knowledge of English must be present all times at work.
- b. All painting debris will be removed daily.
- c. All painting to match existing site conditions.
- d. Materials, contractor tools and equipment will be properly stored in COR designated storage area.
- e. The COR or the Government Technical Monitor (GTM) will ensure the material is not damaged prior to or during installation and that standard industry practices, as defined by local Building Codes, are followed at all times.
- f. Contractor will provide paint overspray protection.
- g. A final inspection will be held with the COR and the site supervisor to inspect for quality of completed work.
- h. Consumption log for U.G. Government supplied base painting material will be provided by contractor on daily basis to COR.

#### 21.12 SAFETY

- a. Site supervisor will ensure that all equipment used during the project is in safe operating condition. All personnel on the job site shall have the appropriate safety equipment & Personal Protective Equipment (PPE).
- b. Contractor employee should attend four hours safety briefing provided by the US Embassy Safety team.
- c. All ladders will be in good condition and used in a proper manner.
- d. Contractor to keep site clean and organized.
- e. Contractor to provide and install temporary railings and protect site workers from falls and injury.
- f. The COR or GTM reserves the right to stop the work if any unsafe conditions are observed or encountered.

#### 21.13 SECURITY

- a. A list of all personnel working on the project, along with identification numbers, must be submitted to the embassy no later than 2 weeks prior to the beginning of actual construction.
- b. While on Embassy property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.
- c. Job site personnel will be issued a visitors badge by the Security staff and this badge must be worn at all times.

#### **LIST OF ATTACHMENT**

Attachment 1	Sample Bank Letter of Guarranty	-	1
Attachment 2	Breakdown of price by Divisions of Specifications	-	1
Attachment 3	Blank Bio Graphic Information Form	-	1
Attachment 4	Paints application documents	-	3

## **SECTION 2 - CONTRACT CLAUSES**

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) – (17) Reserved

\_\_\_ (18) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

\_\_\_ (19) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (20) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_ (21) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

\_\_\_ (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

\_\_\_ (23) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

\_\_\_ (24) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

— (25) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

— (26)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (27) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

— (28)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

— (ii) Alternate I (DEC 2007) of [52.223-16](#).

— (29) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

— (30)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

— (ii) Alternate I (Jan 2004) of [52.225-3](#).

— (iii) Alternate II (Jan 2004) of [52.225-3](#).

— (31) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

— (32) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (33) – (36) Reserved

— (37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

— (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

— (39) – (40) Reserved

— (41)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.



(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(End of clause)

#### **ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

##### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

##### Clause

##### Title and Date

52.222-1

Notice to the Government of Labor Disputes (FEB 1997)

52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The U.S. Embassy Kathmandu will make full and final payment for all work completed and accepted work. Advance as well as progress payments are not authorized as per Federal Acquisition Regulation (FAR)

Invoice Submission: the contractor shall submit invoices in an original and copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

An invoice, suitable for payment, shall be original and obtain, but not be limited to the following information:

Name of Contractor;  
Date of Invoice;  
Invoice Number (marked "Original")  
Contract Number;  
Description of the item, or service actually provided; and  
Signature

Invoice Submission: The contractor shall submit invoices in an original and copies attention to the following address:

American Embassy Kathmandu  
Attn: Contracting Officer Representative (COR)  
Maharajgunj, Bramha Cottage,  
Narayan Gopal Sadak,  
Kathmandu, Nepal

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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H.9. 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004):

(a) The U.S. Embassy Kathmandu observes the following days as holidays:

American Holidays

New Year's day (Jan 02, 2012)  
Martin Luther King's  
Jr. 's Birthday (Jan 16, 2012)  
President Day (Feb 20, 2012)  
Memorial Day (May 28, 2012)

Nepali Holidays

Phagu Purnima (Mar 07, 2012)  
Nepali New Year (Apr 13, 2012)  
Buddha Jayanti (May 17, 2012)  
Maha Astami (Oct 22, 2012)  
Maha Nawami (Oct 23, 2012)

Independence Day (July 04, 2012)  
Labor Day (Sep 03, 2012)  
Columbus Day (Oct 08, 2012)  
Veteran's Day (Nov 12, 2012)  
Thanksgiving Day (Nov 22, 2012)  
Christmas Day (Dec 25, 2012)

Bijaya Dashami (Oct 24, 2012)  
Ekadashi (Oct 25, 2012)  
Iaxmi Puja (Nov 13, 2012)  
Gai Tihar (Nov 14, 2012)  
Gobardhan Puja (Nov 15, 2012)  
Bhaitika (Nov 16, 2012)

(b) In some instances any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(c) The COR for this contract is Sanjay Sah.

### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

A. Summary of instructions Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
  - (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (e) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

If required by the solicitation, the offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,

- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on \_\_\_\_\_ at \_\_\_\_\_ at American Embassy Kathmandu, Chancery Building, Maharajgunj, Kathmandu). Prospective offerors/quoters shall contact Bhuvan Nakarmi, Phone 4007200 Ext.4395 for additional information or to arrange entry to the building.

## **SECTION 4 - EVALUATION FACTORS**

Award will be made to the lowest priced, acceptable, responsible quoter. The American Embassy Kathmandu reserves the right to reject quotations that are unreasonably low or high in price.

The American Embassy Kathmandu will determine acceptability by assessing the offeror's compliance with the terms of RFQ. The American Embassy Kathmandu will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- evidence that the quoter demonstrate prior experience with relevant past performance information and reference;
- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them;
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- information demonstrating the quoter's understanding of the Scope of Work (SOW);
- evidence that the quoter has all licenses and permits as required by local law; and
- completion schedule to include the number of personnel required to perform the work.
- the contractor defined the methodology for performing the work.

## **SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.



“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201).

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). “Reserved”

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). “Reserved”.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☒ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the VAT provided hereunder may be matched with IRS records to verify the accuracy of the offeror's VAT.

(3) Vat Registratiin No. (VAT).

☐ VAT: \_\_\_\_\_.

☐ VAT has been applied for.

☐ VAT is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and VAT of common parent:

Name \_\_\_\_\_.

VAT \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Clause)